

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re:	)	
MICHAEL MARSEK,	)	Case No. 19-46445-659
LESLIE MARSEK,	)	Chapter 13
SSN: XXX-XX-9197	)	Hearing Date: 12/12/2019
SSN: XXX-XX-3992	)	Hearing Time: 11:00 am
Debtor(s)	)	Hearing Loc: 7 North
	)	

**CHAPTER 13 PLAN**

<b>1.1</b>	<b>A limit on the dollar amount of a secured claim, which may result in a partial payment or no payment at all to the secured creditor.</b>	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
<b>1.2</b>	<b>Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest.</b>	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
<b>1.3</b>	<b>Nonstandard provisions set out in Part 5.</b>	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included

**Part 1. NOTICES**

**TO DEBTORS:** This form sets out options that may be appropriate in some cases, but the presence of an option does not indicate that the option is appropriate in your circumstances or that it is permissible in the Eastern District of Missouri. **Plans that do not comply with local rules and judicial rulings may not be confirmable.**

**TO CREDITORS:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment, you or your attorney must file an objection to confirmation in accordance with the Eastern District of Missouri Local Bankruptcy Rule 3015. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. **YOU MUST FILE A TIMELY PROOF OF CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED IN THE PLAN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM.**

**Part 2. PLAN PAYMENTS AND LENGTH OF PLAN**

**2.1 Plan Payments.** Debtor is to make regular payments to the Chapter 13 Trustee as follows: (complete one of the following payment options)

(A) \$1603.00 per month for 60 months.

(B) \$\_\_\_\_\_ per month for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months.

(C) A total of \$\_\_\_\_\_ through \_\_\_\_\_, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months beginning with the payment due in \_\_\_\_\_, 20\_\_\_\_\_.

2.2 **Tax Refunds.** Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums.** Debtor shall send additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

### Part 3. DISBURSEMENTS

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee.** Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages.** Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD (6 months or less)
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### 3.3 **Pay the following sub-paragraphs concurrently:**

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
Eugene Holtzman (Nissan Armada)	\$759.14	18 months
Eugene Holtzman (Nissan Altima)	\$355.90	18 months

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
AMIP Management	\$988	Debtor
Bank of America	\$330	Debtor

(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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3.4 **Attorney Fees.** Pay Debtor's attorney \$1550 in equal monthly payments over 18 months (no less than 18 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
AMIP Management	\$15,000	48 months	0%
Bank of America	\$0	48 months	0%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 7% interest:

CREDITOR	EST BALANCE DUE	REPAY PERIOD 60 months	TOTAL w/ INTEREST
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(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 7% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD 60 months	TOTAL w/ INTEREST
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(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claim(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay \$2400 of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
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3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$73,036.17. Amount required to be paid to non-priority unsecured creditors as determined by §1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$0. Amount required to be paid to nonpriority unsecured creditors as determined by §1325(b) calculation: \$0. Debtor guarantees a minimum of \$0 (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s). (Choose one).

- ☐ Any deficiency shall be paid as non-priority unsecured debt.
- ☐ The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral.

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance will be paid as non-priority unsecured debt:

CREDITOR	CONTRACT/LEASE
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**Part 4. OTHER STANDARD PLAN PROVISIONS**

4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).

4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.

4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.

4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.

4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.

4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

4.7 All secured creditors shall retain the liens securing their claims until the earlier of the

payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.

4.8 Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such claimant.

## **Part 5. NONSTANDARD PLAN PROVISIONS**

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

**The following plan provisions will be effective only if there is a check in the box “included” in Part 1 of this Plan:**

**5.1 Debtor's shall file an adversary proceeding to avoid the lien of Debtor's third mortgagee**

**5.2**

## **Part 6. VESTING OF PROPERTY OF THE ESTATE**

6.1 Title to Debtor's property shall re-vest in Debtor(s) upon confirmation.

## **Part 7. CERTIFICATION**

**The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.**

DATE:November 7, 2019 DEBTOR:/s/ Michael Marsek

DATE:November 7, 2019 DEBTOR:/s/ Leslie Marsek

DATE:November 7, 2019 /s/ Frank R. Ledbetter  
 Frank R. Ledbetter, MBE#53521;Fed#53521MO  
 Attorney for Debtor(s)  
 141 N. Meramec Avenue, Suite 24  
 Saint Louis, MO 63105  
 (314) 535-7780 Telephone  
 (314) 533-7078 Facsimile  
 slatty@gmail.com

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true copy of the above was sent electronically to the following parties on this 12<sup>th</sup> day of November 2019:

Office of the U. S. Trustee  
111 S. 10<sup>th</sup> Street, Suite 6353  
Saint Louis, MO 63102

Diana S. Daugherty  
Chapter 13 Trustee  
PO Box 430908  
Saint Louis, MO 63143

Missouri Department of Revenue  
PO Box 475  
Jefferson City, MO 65105

The undersigned certifies that a true copy of the above was sent by U. S. Mail, First Class, postage pre-paid to the following parties on this 12<sup>th</sup> day of November 2019:

AMIP Management  
Rapid City, SD 57709-6172

Archview Financial, LLC  
c/o William Whealen  
11970 Borman Drive #250  
Saint Louis, MO 63146

Bank of America  
c/o Cavalry Portfolio Services  
Attention: Bankruptcy Department  
500 Summit Lake Drive, Suite400  
Valhalla, NY 10595

Bank of America  
PO Box 982238  
El Paso, TX 79998

Bank of America, N.A.  
450 American Street  
Simi Valley, CA 93065

Capital One Bank  
c/o Pamela Patton  
9300 Dielman Industrial Drive #100  
Saint Louis, MO 63132

CCMK/CBNA  
PO Box 6497  
Sioux Falls, SD 57117

Charter Communications  
c/o Credit Management, LP  
4200 International Parkway  
Carrollton, TX 75007

Chase  
PO Box 15298  
Wilmington, DE 19850

Chrysler Credit/TD Auto Finance  
Attention: Bankruptcy  
PO Box 860  
Roanoke, TX 76262

Citibank SD, NA  
Attn: Centralized Bankruptcy  
PO Box 20507  
Kansas City, MO 64195

Citibank South Dakota  
c/o Portfolio Recovery  
Attn: Bankruptcy  
PO Box 41067  
Norfolk, VA 23541

Citibank South Dakota, NA  
c/o Charles Martin Stringer  
1000 Camera, Suite A  
Saint Louis, MO 63126

Collection of AT & T  
700 Longwater Drive  
Norwell, MA 02061

Creative Expressions Learning  
c/o Nicholas Higgins  
PO Box 240190  
Ballwin, MO 63024

Dierberg Markets, Inc.  
c/o MCA Management Company  
PO Box 480  
High Ridge, MO 63049



Dierbergs Markets, Inc.  
c/o MCA Management Company  
PO Box 480  
High Ridge, MO 63049

Electro Savings Credit Union  
1805 Craigshire Drive  
Saint Louis, MO 63146

GE Credit Bank  
PO Box 965005  
Orlando, FL 32896

GE Money Bank/Gap  
PO Box 981400  
El Paso, TX 79998

HSBC/Best Buy  
PO Box 5253  
Carol Stream, IL 60197

Missouri Payday Loans  
911 N Truman Boulevard  
Crystal City, MO 63019

Shop 'N Save Warehouse Foods  
c/o MCA Management Company  
PO Box 480  
High Ridge, MO 63049

Target National Bank  
PO Box 560284  
Dallas, TX 75356

Target National Bank  
c/o Midland Funding  
8875 Aero Drive, Suite200  
San Diego, CA 92123

Tnb-Visa (TV) / Target  
c/o Financial & Retail Services  
Mailstop BV  
P.O.Box 9475  
Minneapolis, MN 55440

US Department of Education  
Attn: Borrowers Service Department  
PO Box 5609  
Greenville, TX 75403

US Department of Education  
Attn: Borrowers Service Dept.  
PO Box 5609  
Greenville, TX 75403

Victoria's Secret  
PO Box 182124  
Columbus, OH 43218

W. Gary Sherman, MD  
c/o Account Resolution Corporation  
17600 Chesterfield Airport  
Chesterfield, MO 63005

/s Frank R. Ledbetter